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# Cases, Notes and Materials on

# MMERCIAL AND CONSUMER TRANSACTIONS

**VOLUME I**

**Eighth Edition**

edited by

**JACOB S. ZIEGEL**

Professor of Law
University of Toronto

# CASES, NOTES, AND MATERIALS ON

# COMMERCIAL AND CONSUMER TRANSACTIONS

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## PREFACE TO THE EIGHTH (1978-9) EDITION

The law, as Cardozo C.J. observed long ago, proceeds apace; and so it is with the contents of this casebook and the accompanying volume of Statutory Materials. The changes in the current edition include extracts from the judgments in *Stubbe* v. *Collier* and *Traill* v. *Ford Motor Corp.* (one of many small claims court judgments arising out of rust problems in automobiles), *Parsons (Livestock) Ltd.* v. *Uttley*, *Siemens* v. *Royal Bank*, *Naken* v. *General Motors* as well as new or additional materials on truth-in-lending, motor vehicle safety, and the new voluntary Rust Code sponsored by the federal Department of Consumer and Corporate Affairs. Old materials have been deleted to avoid increasing the size of the Casebook.

The new materials in the statutory volume include extracts from Bill C-13 (the Competition Bill), Bill C-16 (The Borrowers and Depositors Protection Bill), the Ontario Income Tax Discounters Act, and the British Unfair Contract Terms Act. Bill C-16 will almost certainly be changed substantially before its promised reintroduction in the House of Commons; it has been inserted because of its considerable pedagogical value.

I am greatly indebted to Randy Mitchell, LL.B. II, for assistance in the preparation of this edition and to Mr. Tim Lee and Mrs. Betty Laverty of the Osgoode Hall Law School for the preparation of new master pages for Volume 1 and other indispensable services.

July 17, 1978 J.S.Z.

# TABLE OF ABBREVIATIONS

## Treatises and Reports

| | |
|---|---|
| ATIYAH | The Sale of Goods, 5th ed. (1975) |
| BENJAMIN | Benjamin's Sale of Goods, 1st ed., 1974 (A.G. Guest, ed.) |
| BOGERT, BRITTON & HAWKLAND | Cases and Materials on Sales and Security, 4th ed. |
| BOULTON | The Making of Business Contracts, 2nd ed. (1972) |
| CCH CANADIAN | Canadian Sales & Credit Law Guide (loose leaf, 2 vols.) |
| CCH (U.S.) | Instalment Credit Guide (loose leaf, 2 vols.) |
| CROWTHER | Report of the Committee on Consumer Credit (London, 1971) |
| FALCONBRIDGE | Banking & Bills of Exchange, 7th ed. (1969) |
| FRIDMAN | Sale of Goods in Canada (1973) |
| GOODE & ZIEGEL | Hire-Purchase and Conditional Sale: A Comparative Study (1965) |
| HONNOLD | Cases and Materials on Sales and Sales Financing, 3rd ed. (1968) |
| NEILSON | Consumer and the Law in Canada (1970) |
| OLRC Report | Ontario Law Reform Commission, Report on Consumer Warranties and Guarantees (August 1972) |
| SUTTON | The Law of Sale of Goods in Australia and New Zealand, 2nd ed. (1971) |
| ULA | Uniform Laws Annotated, 2nd ed. (1971) Uniform Commercial Code, Master Edition |
| WILLISTON | Williston on Sales (Revised ed., 4 vols.) |
| ZIEGEL & FOSTER | Aspects of Comparative Commercial Law (Montreal, 1969) |

(N.B. The above volumes will be kept on reserve)